

1 BILL NO. S-90-09-21

2 SPECIAL ORDINANCE NO. S-

240-90

3 AN ORDINANCE approving CONTRACT FOR RES.
4 #1058-89, WAYNE TRACE-MAPLEGROVE-PETTIT
5 WATER MAIN between BERCOT INC. and the
6 City of Fort Wayne, Indiana, in
connection with the Board of Public
Works and Safety.

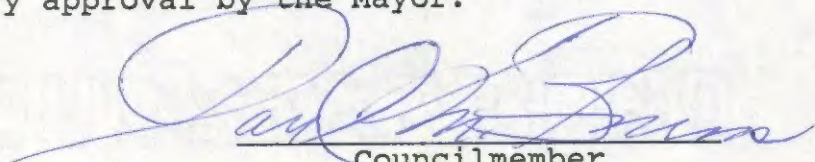
7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
8 THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the CONTRACT FOR RES. #1058-89, WAYNE
10 TRACE-MAPLEGROVE-PETTIT WATER MAIN by and between BERCOT
11 INC. and the City of Fort Wayne, Indiana, in connection with
12 the Board of Public Works and Safety, for:

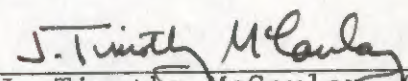
13 the installation of 750+/-LF of 12" and 1600+/-LF
14 of 6" Ductile Iron Water Main as follows: on the
15 west side of Wayne Trace from existing 12" valve
16 on the north property line of lot 6, Wayne Trace
17 Garden's addn. southerly to the south property
18 line of lot 11, Wayne Trace Garden's Addn.; also
on the north side of Maple Grove Avenue from the
west side of Wayne Trace easterly to the west side
of Bueter Avenue; also on the north side of
Pettit Avenue from the west side of Wayne Trace
easterly to the west side of Clive avenue;

19 the Contract price is Sixty-One Thousand Nine Hundred Five
20 and no/100 Dollars (\$61,905.00), all as more particularly
21 set forth in said Contract, which is on file in the Office
22 of the Board of Public Works and Safety and, is by reference
23 incorporated herein, made a part hereof, and is hereby in
24 all things ratified, confirmed and approved. Two (2) copies
25 of said Contract are on file with the Office of the City
26 Clerk and made available for public inspection, according to
27 law.

28 SECTION 2. That this Ordinance shall be in full force
29 and effect from and after its passage and any and all
30 necessary approval by the Mayor.

31 
32 Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

CONSTRUCTION CONTRACT

Board Order 150-89

Resolution #1058-89

Work Order 64160

THIS CONTRACT made and entered into in triplicate this 29th day of August, 1990, by and between BERCOT INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the INSTALLATION OF 750+LF OF 12" DUCTILE IRON WATER MAIN AND 1600+LF OF 6" DUCTILE IRON WATER MAIN as follows:

ON THE WEST SIDE OF WAYNE TRACE FROM EXISTING 12" VALVE ON THE NORTH PROPERTY LINE OF LOT 6, WAYNE TRACE GARDEN'S ADDITION SOUTHERLY TO THE SOUTH PROPERTY LINE OF LOT 11, WAYNE TRACE GARDEN'S ADDITION; ALSO ON THE NORTH SIDE OF MAPLE GROVE AVENUE FROM THE WEST SIDE OF WAYNE TRACE EASTERLY TO THE WEST SIDE OF BUETER AVENUE; ALSO ON THE NORTH SIDE OF PETTIT AVENUE FROM THE WEST SIDE OF WAYNE TRACE EASTERLY TO THE WEST SIDE OF CLIVE AVENUE.

All according to Fort Wayne Water Utility, Drawing No. Y-10660, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The owner shall pay CONTRACTOR for the performance of the contract, the unit price sum of \$61,905.00 (SIXTY ONE THOUSAND NINE HUNDRED FIVE DOLLARS AND NO CENTS). In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR'S Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in

the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for Damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of CONTRACTOR, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974,

passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids for Resolution No. 1058-89
- b. Instructions to Bidders for Resolution No. 1058-89
- c. Contractor's Proposal dated 1 AUGUST 1990.
- d. Fort Wayne Engineering Department Drawing Y-10660
- e. Supplemental Specifications for Resolution No. 1058-89
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Right-of-Way Cut Permit.
- l. Comprehensive Liability Insurance Coverage.
- m. Form 96.
- e. EBE Committment form

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the OWNER.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued

in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works and Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within SIXTY (60) consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
the day and year first above written.

CONTRACTOR: BERCOT INC.

By:

STEVE BERCOT, PRESIDENT

CITY OF FORT WAYNE

By:

Paul Helmke, Mayor

~~BOARD OF PUBLIC WORKS AND SAFETY~~

By:

Charles E. Layton, Director
Public Works

By:

Michael McAlexander, Director
Public Safety

By:

**Douglas M. Lehman, Director
Administration and Finance**

ATTEST:

ATTEST:
Helma A. Morris, Clerk Pro-Tem
By: Patricia Crick, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)

SS:

COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 27th day of August, 1990, personally appeared the within named **STEVE BERCOT**, who being by me first duly sworn upon his oath says that he is the **PRESIDENT** of **BERCOT INC.**, and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of **BERCOT INC.**, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.


Notary Public

W. Dean Bercot
Printed Name of Notary

My Commission Expires:

September 4, 1991

Resident of Allen County.

ACKNOWLEDGEMENT

STATE OF INDIANA)

SS:

COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 29th day of Aug., 1990, personally appeared the within named **Paul Helmke, Charles E. Layton, Michael McAlexander, Douglas M. Lehman, and Patricia Crick**, by me personally known, who being by me duly of sworn said that they are respectively the **Mayor of the City of Fort Wayne, and Director, Members, and Clerk of the Board of Public Works and Safety of the City of Fort Wayne, Indiana**, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledge said instrument to be in the voluntary act and deed of said **City** for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Carolyn S. Eschmann
Notary Public

CAROLYN S. ESCHMANN
NOTARY PUBLIC STATE OF INDIANA
ALLEN CO.
MY COMMISSION EXPIRES JUNE 21, 1991
ISSUED THRU INDIANA NOTARY ASSOC.

Printed Name of Notary

My Commission Expires: _____

Resident of _____ County.

RECEIVED SEP 25 1990

The Ohio Casualty Insurance Company

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Bercot, Inc.
6015 Huguenard Road
Fort Wayne, IN 46818

SURETY (Name and Principal Place of Business):

THE OHIO CASUALTY INSURANCE COMPANY
136 NORTH THIRD STREET
HAMILTON, OHIO 45025

OWNER (Name and Address):

Board of Public Works & Safety, City of Fort Wayne
1 Main Street
Fort Wayne, IN 46801

CONSTRUCTION CONTRACT

Date: August 30, 1990

Amount: \$61,905.00

Description (Name and Location): Resolution #1058-89 Wayne Trace/Maplegrove/Pettit
Watermain Extension

1990 SEP 10 AM 10:28

BOND

Date (Not earlier than Construction Contract Date): August 30, 1990

Amount: \$61,905.00

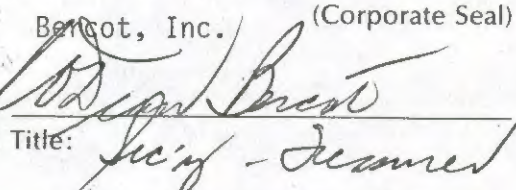
Modifications to this Bond:

☒ None

☐ See Page 3

CONTRACTOR AS PRINCIPAL

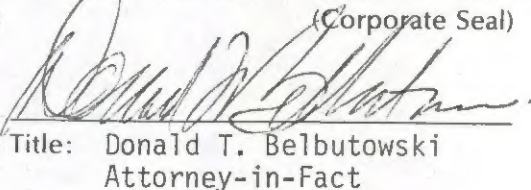
Company: Bercot, Inc. (Corporate Seal)

Signature: 

Name and Title: 

SURETY THE OHIO CASUALTY INSURANCE COMPANY

Company: (Corporate Seal)

Signature: 

Name and Title: Donald T. Belbutowski
Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Yaste, Zent & Rye Agency, Inc.
P.O. Box 1367
Fort Wayne, IN 46802

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

RECEIVED SEP - 5 1990

The Ohio Casualty Insurance Company

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Bercot, Inc.
6015 Huguenard Road
Fort Wayne, IN 46818

SURETY (Name and Principal Place of Business):

THE OHIO CASUALTY INSURANCE COMPANY
136 NORTH THIRD STREET
HAMILTON, OHIO 45025

OWNER (Name and Address):

Board of Public Works & Safety, City of Fort Wayne
1 Main Street
Fort Wayne, IN 46801

1990 SEP 10 4:10 PM

CONSTRUCTION CONTRACT

Date: August 30, 1990

Amount: \$61,905.00

Description (Name and Location): Resolution #1058-89 Wayne Trace/Maplegrove/Pettit
Watermain Extention

BOND

Date (Not earlier than Construction Contract Date): August 30, 1990

Amount: \$61,905.00

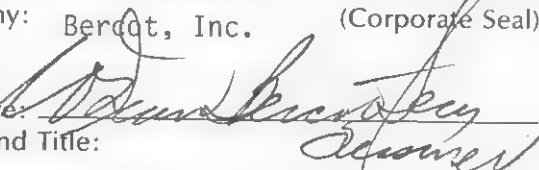
Modifications to this Bond:

☒ None

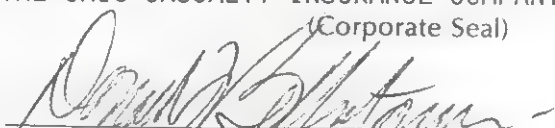
☐ See Page 6

CONTRACTOR AS PRINCIPAL

Company: Bercot, Inc. (Corporate Seal)

Signature: 
Name and Title:

SURETY THE OHIO CASUALTY INSURANCE COMPANY
Company: (Corporate Seal)

Signature: 
Name and Title: Donald T. Belbutowski
Attorney-in-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Yaste, Zent & Rye Agency, Inc.
P.O. Box 1367
Fort Wayne, IN 46802

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

Read the first time in full and on motion by Burns, seconded by Delaney, and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 9-25-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Delaney, and duly adopted, placed on its passage. PASSED LOST by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>8</u>			<u>1</u>
BRADBURY				<u>1</u>
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 10-9-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 240-90
on the 9th day of October, 1990,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Reed
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of October, 1990, at the hour of 11:30 o'clock PM, E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 18th day of October, 1990, at the hour of 1:30 o'clock PM, E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract for Res. #1058-89, Wayne Trace-Maplegrove-Pettit Water Main

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works & Safety

SYNOPSIS OF ORDINANCE: The contract for Res. #1058-89, Wayne Trace--Maplegrove-Pettit Water Main is for the installation of 750+LF of 12" and 1600+LF of 6" Ductile Iron Water Main as follows: on the west side of Wayne Trace from existing 12" valve on the north property line of lot 6, Wayne Trace Garden's addn. southerly to the south property line of lot 11, Wayne Trace Garden's Addn.; also on the north side of Maple Grove Avenue from the west side of Wayne Trace easterly to the west side of Bueter Avenue; also on the north side of Pettit Avenue from the west side of Wayne Trace easterly to the west side of Clive Avenue.

EFFECT OF PASSAGE: Improved water conditions at above location.

EFFECT OF NON PASSAGE:

J-50-09-21

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$61,905.00

ASSIGNED TO COMMITTEE:

BILL NO. S-90-09-21

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
MARK E. GIAQUINTA, VICE CHAIRMAN
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving CONTRACT FOR
RES. #1058-89, WAYNE TRACE-MAPLEGROVE-PETTIT WATER
MAIN between BERCOT INC. and the City of Fort Wayne, Indiana,
in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Paul M. Burns

Mark E. Giaquinta

Henry Long

Samuel J. Talarico

DATED: 10-9-90.

Sandra E. Kennedy
City Clerk